

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

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In Re:
PG&E CORPORATION AND PACIFIC
GAS AND ELECTRIC COMPANY
Debtor.

) Case No. 19-30088
) Chapter 11
)
) San Francisco, California
) Thursday, August 5, 2021
) 10:00 AM
)

HEARING ON DISCOVERY
CONFERENCE BETWEEN PG&E FIRE
VICTIM TRUST AND
PRICEWATERHOUSECOOPERS LLP
[6473]

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE DENNIS MONTALI
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES (All present by video or telephone):

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PG&E Corporation and Pacific Gas and Electric Company

SAN FRANCISCO, CALIFORNIA, THURSDAY, AUGUST 5, 2021, 10:00 AM

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3 (Call to order of the Court.)

4 THE CLERK: Court is now in session, the honorable
5 Dennis Montale presiding. Calling the matter of PG&E
6 Corporation.

7 | THE COURT: All right, good morning.

8 Ms. Kelly-Kilgore, I see your name on there. Would
9 you state your appearance?

10 MS. KELLY-KILGORE: Yes, good morning, Your Honor.
11 Sarah Kelly-Kilgore on behalf of the fire victim trust.

12 THE COURT: And is Mr. Cave on the line? All right.
13 Who's in for PWC? Anyone? You scared them all off, Ms.
14 Kelly-Kilgore?

15 MS. KELLY-KILGORE: Apparently, Your Honor.

16 THE COURT: Anyone on the call for Pricewaterhouse?
17 Well, kind of frustrating.

18 Ms. Kelly-Kilgore, do you have any more communication
19 since yesterday?

MS. KELLY-KILGORE: Yes. We did receive a communication from Mr. Cave at 11:57 p.m. last night. Mr. Cave's email indicated that PWC has yet to decide whether they will provide certain of the documents that were listed in my email to the Court as part of the status report or others they have simply refused to produce those documents, again,

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1 reiterating their position that those are irrelevant despite
2 the Court's clear guidance and our discovery conference on July
3 16th.

4 THE COURT: Okay. Well, we have had some more people
5 join the call.

6 Is Mr. Cave on the call? Anyone from his firm? All
7 right.

8 Well, I'm prepared to issue an order consistent with
9 your email to my staff yesterday or the day before, Ms.
10 Kelly-Kilgore, just issue the order that PWC should comply with
11 each of the five items that you've identified. I mean, I can't
12 break it down any further. But if they're not prepared even to
13 get on this phone call, I'm not going to --

14 MR. CAVE: Your Honor, my apologies.

15 THE COURT: Yes.

16 MR. CAVE: This is Matthew Cave for
17 PricewaterhouseCoopers. We had some slight IT issues logging
18 on. Our apologies.

19 THE COURT: Okay. Well, I was about to enter your
20 default and enter an order. So what's your what's your take?
21 Because you promised to try to work together, but here we are
22 two weeks later. Nothing happened.

23 MR. CAVE: Well, I disagree with that, Your Honor. I
24 think we have --

25 THE COURT: I mean from my point of view.

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1 MR. CAVE: Yeah. We are going to be getting a
2 response to Ms. Kilgore, as we told her, in a couple of days on
3 whether we're producing deliverables on CWSP and PSPS. So
4 we're just waiting for clearance from our client on that. We
5 have concerns --

6 THE COURT: What if I just order it? Mr. Cave, what
7 if I just ordered it? Then what happens?

8 MR. CAVE: Well, of course we comply with that order,
9 Your Honor.

10 THE COURT: Well, I was trying to avoid that, but we
11 seem to be going around in circles. I mean, I -- so you say
12 that progress was made, but at least from my point of view, it
13 hasn't been made. So what do you propose specifically that I
14 do now?

15 MR. CAVE: Well, we also looked into another project
16 that they've been demanding deliverables for for a couple of
17 weeks, the EPCCC program, and confirmed that all deliverables
18 have already been produced. They were produced in 2020 to the
19 predecessor counsel. So that issue has been resolved.

20 THE COURT: Well, I --

21 MS. KELLY-KILGORE: Your Honor, if I may address
22 that --

23 THE COURT: Excuse me. Hold on. Wait, wait. Wait
24 one second. I was about to say, Mr. Cave, is that one of the
25 five on her email of yesterday or not?

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1 MR. CAVE: I'm sorry, Your Honor. I just didn't hear
2 you.

3 THE COURT: I just asked if what you just referred to
4 is one of the five items on Ms. Kelly-Kilgore's --

5 MR. CAVE: Yes, Your Honor.

6 THE COURT: Okay. Which one?

7 MR. CAVE: The deliverables for EPCCC, one of the four
8 projects we've been discussing.

9 MS. KELLY-KILGORE: Your Honor, it's item number 4 is
10 what Mr. Cave is referring to.

11 THE COURT: Oh, yeah, right.

12 MR. CAVE: And I'm frankly surprised at his
13 representation that they have provided confirmation that all
14 deliverables relating to that project have been produced. In
15 Mr. Case of 11:57 p.m. last night, he represented that they
16 believed all deliverables have been produced and all work
17 products had been produced but that they still needed to
18 confirm that.

19 THE COURT: Okay.

20 MS. KELLY-KILGORE: So I'm not sure how the
21 representation has changed since twelve hours later with no
22 notice to the trust. And that, unfortunately, is consistent
23 with our experience in this case. We do believe that there
24 needs to be an order and a date certain by which PWC will
25 complete its production.

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1 THE COURT: Well, Mr. Cave, I -- you know, I'm getting
2 a little tired of these endless delays. I think what I'll do
3 this time is I'll give you until Monday to have an agreed order
4 that Ms. Kelly-Kilgore signs off on. And if she doesn't sign
5 off on it, she can just upload the order she wants, and I'll
6 just issue the order and you can work from there.

7 MR. CAVE: Well, there are -- I appreciate that, Your
8 Honor. And we will certainly work with Ms. Kilgore. With
9 respect to -- there are a couple issues that we think are ripe
10 for discussion today that we could use your guidance on.

11 THE COURT: All right.

12 MR. CAVE: One of the projects that we have been
13 talking about with the trust counsel is referred to as the
14 general rate case. I understand from our prior conference,
15 Your Honor, that you don't care about the history of what was
16 discussed before. And so I don't want to go into detail with
17 that history.

18 But this case came up for the first time -- or excuse
19 me, this project in April. This is a project that we think,
20 recognizing Your Honor's guidance on Rule 2004 subpoena scope,
21 is so far outside the bounds of what's relevant that we don't
22 think these are documents that ought to be produced. The
23 general rate case involves PWC working closely with regulatory
24 counsel for PG&E to obtain rate approval to charge customers.
25 We don't see any possible relation for the general rate case to

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1 wildfire safety.

2 And what's more, we think the vast majority of those
3 documents are almost certainly privileged, given that it was
4 working directly with regulatory counsel. So this is one of
5 the four projects and one of the bullet points Ms. Kilgore's
6 email to the Court that I think we could use some guidance from
7 Your Honor on.

8 THE COURT: Well, maybe I could provide guidance, but
9 not now with the -- not with four lines in an email. I mean,
10 you want to just put number 5 aside and have a brief schedule
11 for a couple of short letter briefs?

12 MR. CAVE: I think that would be that would be great.

13 THE COURT: Ms. Kelly-Kilgore --

14 MS. KELLY-KILGORE: Your --

15 THE COURT: -- what if we did that? What if you
16 three -- two counsel try to work out an agreed order as to
17 number 1, 2 and 3and whatever's left on 4, but separately, just
18 agree to submit five-page letter briefs no later than a couple
19 of weeks from now on number 5?

20 MS. KELLY-KILGORE: We're happy to do that, Your
21 Honor. The issue with the general rate case is that it's a
22 filing mandated by the CPUC. We're happy to build out why
23 those documents are relevant. As Mr. Cave administrative
24 indicated, we have been requesting those documents since April.
25 So we would appreciate a very short briefing schedule on that

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1 because --

2 THE COURT: But what would -- what would be the
3 relevance though to what the trustee is doing, in other words,
4 what your mission to run for the benefit of the fire trust?
5 What's the nexus, if you will, between what the trustee is
6 entitled to look into and this subject matter?

7 MS. KELLY-KILGORE: Absolutely, Your Honor. The
8 filing that's mandated by the CPUC or the general rate case is
9 that PW -- excuse me, PG&E must submit the appropriate budget
10 and a plan to address asset maintenance, including maintenance
11 pertaining to wildfire safety and risk mitigation. We think
12 under the assigned schedule of rights and causes of action,
13 that fits directly within subpart O which goes to the budget
14 and capital allocation. It goes to the cost reduction
15 measures. And as I mentioned, it goes directly to the wildfire
16 safety and risk mitigation because that --

17 THE COURT: Okay.

18 MS. KELLY-KILGORE: -- is necessarily part of the plan
19 and -- and part of the uses of the rate.

20 THE COURT: And refresh my recollection on a broader
21 question because I don't remember it. Can PWC claim a
22 privilege as PG&E's privilege and doesn't -- PG&E hasn't
23 yielded that entitlement to the trustee for this area of
24 inquiry or not?

25 MS. KELLY-KILGORE: Your Honor, I do not believe that

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1 there has been a blanket assignment of the privilege from PG&E
2 to the trust. Obviously, we would love it if that were the
3 case. To the extent that PG&E --

4 THE COURT: Well, I -- excuse me. I don't want to --
5 excuse me. I don't want to interrupt you again. Not to be
6 rude, but I don't want to overstate my issue. If the trustee
7 can prosecute claims that are relevant here -- and it may be
8 that that's implicit in whatever privilege might have existed.
9 But for the trust, I'm not suggesting blanket -- somehow PG&E
10 has blanketly given up any privilege of anything on any
11 subject.

12 But I'll tell you what, I'd rather not have either of
13 you feel obliged to answer that question in this call because
14 it's just popped up. So my proposal -- I'll repeat my proposal
15 that for items 1, 2, 3, and 4, I will issue an order that's
16 submitted by the trustee's counsel next week, ideally an agreed
17 order. If not, I'll make a decision on it. And I should add,
18 Mr. Cave could submit an alternative or proposed markup and
19 I'll make a decision.

20 As to number 5, what we'll call the general rate case
21 issue, I guess I would propose, let's say, letter briefs done
22 in the informal way, still email to my courtroom deputy let's
23 say two weeks from tomorrow, both sides. Is that acceptable?
24 I'm going to start with you, Ms. Kelly-Kilgore. Are you okay
25 with that?

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1 MS. KELLY-KILGORE: Yes, Your Honor. We appreciate
2 it.

3 THE COURT: Mr. Cave?

4 MR. CAVE: Yes. Thank you, Your Honor.

5 THE COURT: Okay. Mr. Cave?

6 MR. CAVE: Yes.

7 THE COURT: All right. And again, both of you or
8 neither of you is familiar with my procedure perhaps. I don't
9 expect that this is a complete substitute for what might be a
10 required proper motion to compel. It's more of my way to
11 expedite things on an informal basis and move it. So act
12 accordingly. You're not giving up rights. We're trying to
13 come up with a solution here that is workable.

14 MR. CAVE: We appreciate that, Your Honor.

15 THE COURT: Okay. If anybody -- if anyone else wants
16 to read anything, please do. Otherwise, I'll conclude the
17 hearing.

18 MR. CAVE: Your Honor, this is -- this is Matthew
19 Cave. I do have one or two other points just quickly I think.

20 At the last conference, we briefly talked about a
21 potential deposition of PWC employee Hugh Le.

22 THE COURT: Correct.

23 MR. CAVE: Our understanding from the last conference
24 was we thought everyone had sort of agreed that we were going
25 to wrap up this document discovery issues before that there was

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1 serious talk of that deposition going forward.

2 Since then, Ms. Kilgore has been asking for dates in
3 the next month for his deposition. We continue to believe it's
4 premature. We're not saying he's not going to be made
5 available, but we don't think deposing him in the next two
6 weeks, for example, makes any sense, because if we haven't
7 resolve these issues, we're going to have a deposition,
8 potentially more documents produced after that. And you're
9 dealing with an employee of a nonparty potentially having to
10 come back for a second deposition. And we just don't think
11 that makes sense.

12 THE COURT: Well, I issued the order, but I didn't --
13 I think yesterday, but the order didn't have a date in it. Ms.
14 Kelly-Kilgore, did you have any -- are you pressing for a day
15 earlier than perhaps will follow if these issues get resolved
16 on the docket?

17 MS. KELLY-KILGORE: No. Your Honor, what has happened
18 is we reached out immediately following the last discovery
19 conference to Mr. Cave. We asked for a meet-and-confer
20 regarding the documents. As you saw from our email submission,
21 we really received no response. We have been asking for a date
22 that we could include in the subpoena so that we can serve that
23 and begin the meet-and-confer process over the subpoena to Mr.
24 Le. As we anticipate, given the experience with the document
25 requests that we're dealing with currently, that will be

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1 something of an extended venture.
2 We are not pressing. It's not my intent to have to
3 depose Mr. Le without the documents or in a -- in the time that
4 would be inconvenient for anyone. But the problem is that we
5 get no response whatsoever from opposing counsel. You're
6 placed in a position where you have to make decisions and
7 attempt to press ahead unilaterally. And that's not what we
8 have wanted to do. We do want to begin that meet-and-confer
9 process, but we need participation on both sides to complete
10 that.

11 THE COURT: Is Mr. Le relevant or necessary for the
12 general rate case inquiry?

13 MS. KELLY-KILGORE: We do believe that he has relevant
14 knowledge regarding the general rate case, but his primary
15 focus would be on the community wildfire safety program and the
16 public safety power shutoff program.

17 THE COURT: Well, I agree with Mr. Cave's suggestion
18 of having to have somebody take his deposition twice is
19 unnecessary. That being said, this isn't just some stranger.
20 This wasn't somebody standing on the corner and saw the truck
21 hit the pole. This is somebody who is quite intimately
22 involved in depositions by Zoom or probably less burdensome.

23 Why don't I suggest this? I've asked that to counsel
24 work out their differences on items 1, 2, 3, and 4. I'll add
25 an item, 4A, is when to depose Mr. Le. And if you agree on

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1 that, fine. And if it turns out that this general rate case
2 issue proves to be a bigger deal and might have to result in
3 some other matter, then maybe Mr. Le would have to be deposed
4 on that issue a second time.

5 But based upon this -- the representation that is more
6 intimately involved with a community wildfire program, that
7 seems more efficient and more on point. So I'll --

8 MR. CAVE: Yes.

9 THE COURT: I'll run the risk that Mr. Le may have to
10 be deposed twice. Obviously, it'd be better if we can avoid
11 that just for his convenience and for, frankly, everyone's
12 convenience. Mine too, although I don't intend to participate
13 in the deposition.

14 MR. CAVE: Thank you, Your Honor.

15 MS. KELLY-KILGORE: Okay. (Indiscernible) --

16 MR. CAVE: One other point. I'm sorry to interrupt.

17 THE COURT: Yes.

18 MR. CAVE: This is --

19 THE COURT: No, go ahead.

20 MR. CAVE: -- Matthew Cave. On the item 1, the list
21 of all contracts from 2013 to 2020, we're happy to continue
22 discussions with Ms. Kilgore on that specific request and
23 submit hopefully agreed order to Your Honor by Monday. That
24 request has sort of come and gone during the meet-and-confers
25 sometimes the trust counsel has told us that they're willing to

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1 back off on that if other documents are produced. Now, they
2 seem to be requesting it again.

3 Frankly, we don't see how that is going to be
4 beneficial in moving these discovery disputes forward in part
5 because we're not working on a blank slate here. PG&E has
6 produced troves of documents that the trust counsel has access
7 to, including contracts with PWC going all the way back to
8 2012.

9 And so from our perspective, this request is really --
10 it's unfortunately not as simple as it may sound and as I
11 interpret the trust counsel to believe the project is. It
12 requires a lot of work. And it sounds like they're just asking
13 us to make a list of contracts that they already have access
14 to. And we really haven't heard a justification from the trust
15 counsel for why they actually need this request, which we also
16 understand they've backed off on with respect to other business
17 consultants with which they're meeting and conferring.

18 MS. KELLY-KILGORE: So the issue, Your Honor, is
19 that -- I'll take it sort of in reverse order. With respect to
20 other business consultants with whom the trust is meeting and
21 conferring, of course when you have document production, you
22 don't need the list of potential contracts that could be
23 produced. Other business consultants that have worked with us,
24 have been cooperating, have been producing documents. PWC has
25 not.

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1 Unfortunately, and as Judge Alsup has recognized,
2 PG&E's own recordkeeping practices were less than perfect. And
3 so while there are certain materials available to us, we are
4 not operating from a complete universe. What we have asked is
5 that PWC work with us to compile that list of contracts so that
6 we can mutually identify any other engagements for which PWC's
7 work product or analysis is relevant and should be produced as
8 part of the trust's inquiry.

9 We're trying to limit the burden on PWC by obtaining
10 that list and working together to determine what should be
11 produced outside of these four engagements that we've already
12 been able to identify as being relevant. So that was --

13 THE COURT: Has PG&E given you a list of PWC
14 contracts?

15 MS. KELLY-KILGORE: Not in --

16 THE COURT: In other words --

17 MS. KELLY-KILGORE: -- (indiscernible), Your Honor.

18 THE COURT: Well, okay.

19 MS. KELLY-KILGORE: No.

20 THE COURT: In other words, if we turned it around and
21 directed number 1 to PG&E -- would have already responded.
22 And I guess you're saying not completely.

23 MS. KELLY-KILGORE: Correct.

24 THE COURT: Again, I don't know how to give you an
25 answer here. It would seem to me in a simple world, one side

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1 would say here, here are the ten contracts that we've had in
2 this time period. And if the other side said no, there are
3 twelve, then that means there are two missing. Now, I realize
4 that's an oversimplification. But that being said, there must
5 be a way to get to the bottom here.

6 So I'm going to just, again -- I'm not -- to know that
7 I'm smart enough to know what's the right thing to do. I'm
8 going to encourage the two of you again to try to come to a
9 resolution.

10 I don't want -- look, I don't want to have every
11 Thursday morning we're going to have a conference like this
12 with all of you. You'll both get tired of me. So please do
13 your best. If it's not resolved when you submit an order this
14 coming week, I guess I'll make a decision on it as best I can
15 or I will have another conference with you.

16 But I want to thank the two lawyers who are completely
17 conversant with these issues can come to a resolution when all
18 we're talking about it is providing a list and information. So
19 I don't want to oversimplify what both of you knows to be a
20 complicated case. But from my point of view, I don't know any
21 other way to deal with it right now. So --

22 MR. CAVE: I appreciate that, Your Honor. Thank you.

23 MS. KELLY-KILGORE: Yes, Your Honor.

24 MR. CAVE: The last point that I think we could use
25 Your Honor's guidance on and I think it would help in our

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1 discussions that are going to follow between our firm and Ms.
2 Kilgore's form, our client has produced some documents that
3 post-date the last fire at issue, the Camp Fire in November of
4 2018, understanding that we disagree with the trust counsel
5 about whether those documents fall within the scope of the
6 subpoena or what's relevant. I suspect this issue is going to
7 come up again and again.

8 Our position is that documents that post-date the Camp
9 Fire are not in any way relevant because, under the assignment
10 of claims, we're talking about causation of the fires. And
11 work that was done by PWC after the fires could not have caused
12 the fires. The trust counsel disagrees with us. We understand
13 that PG&E produced documents. And of course, I can't speak for
14 them, but only through the Camp Fire. And our understanding
15 with the trust predecessor counsel was only going through the
16 Camp Fire. The list of contracts that's requested goes through
17 2020. So this is another issue that I'm thinking we don't see
18 eye to eye on.

19 THE COURT: Well, doesn't impart --

20 MS. KELLY-KILGORE: Your Honor, if I --

21 THE COURT: Does it impart -- how can you how can I
22 know if something that was done later is relevant to the Camp
23 Fire until or I or they have seen the document? Because it may
24 be after the fact but relevant.

25 And Ms. Kelly-Kilgore, do you have a better way to say

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1 it?

2 MS. KELLY-KILGORE: I think that that's fairly close
3 to what I would have said, Your Honor. Obviously, if there is
4 work being done after the Camp Fire that includes some
5 retrospective analysis of what led to the Camp Fire and is able
6 to identify the sources of that fire and what PWC did or did
7 not do that helped to create that fire, that's obviously
8 relevant. And we are not in a position to roll those documents
9 out having never seen them.

10 THE COURT: I seem to have a deja vu here to law
11 school about the railroad train fixed the warning after the
12 crash. And what does that mean? If they went and fixed the
13 warning sign after the crash, it might be relevant.

14 Again, Mr. Cave, I can't -- you're going to have to
15 prove, in effect, why it isn't relevant. We're talking about
16 discovery. We're not talking about admissibility at trial.
17 And so we're starting with the broad reach of Rule 2004. And
18 again, I would hope that you and your clients will figure out
19 that the trustee's counsel will be wasting time if she is
20 spending time on things that ultimately would have no relevance
21 and perhaps shouldn't have been listed in the first place.

22 But you can't you can't just say I'm not going to give
23 it to you because I've decided it's not relevant for your
24 inquiry. We had a former president who tried that, and he got
25 thrown out. So sorry.

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1 MR. CAVE: Understood, Your Honor. Thank you.

2 THE COURT: War stories. Okay.

3 MS. KELLY-KILGORE: Thank you, Your Honor.

4 THE COURT: All right. Well, thank you all for your
5 time. I look forward --

6 MR. ORSINI: Your Honor --

7 THE COURT: -- to not hearing from you next week.

8 MR. ORSINI: Your Honor --

9 THE COURT: Did someone else -- yes?

10 MR. ORSINI: Yes.

11 THE COURT: Who's that?

12 MR. ORSINI: This is Kevin Orsini, Your Honor. Good
13 morning.

14 THE COURT: Yes, sir. Hi, Mr. Orsini. What's up?

15 MR. ORSINI: I am largely a bystander here. I just
16 wanted to go back to one point Your Honor raised earlier, which
17 was the question of privilege and whether or not that privilege
18 is being passed on to the trust.

19 THE COURT: Okay.

20 MR. ORSINI: Our position is it unambiguously has not
21 been, including, as reflected in the long trust documents and
22 plan documents that Your Honor is pored over, as have I, where
23 you may recall, we also have a cooperation obligation with the
24 trust to provide them information in furtherance of the
25 assigned rights and causes of action.

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1 And in a couple of places, we've made it clear that
2 that cooperation obligation applies only to nonprivileged
3 information. So we believe those privileges still rest with
4 PG&E. That's, obviously, an important issue to us beyond just
5 this discovery dispute.

6 So I raised it only because I want to make that point,
7 Your Honor. I know you're not addressing it today. To the
8 extent that does come up in terms of resolving disputes between
9 the parties here, just want to make sure I flagged our view on
10 it and that we would want to submit papers on it so it didn't
11 come as a surprise to Your Honor later.

12 THE COURT: Well, I'm glad you did. And I sort of was
13 thinking of the old Supreme Court cases that say privilege is
14 passed to trustees. But those are liquidating 7s, not
15 operating 11s with a fire trustee. But I just didn't recall
16 one way or the other. And I appreciate you are reminding me.
17 And if you're -- if Ms. Kelly-Kilgore needs to be reminded,
18 she's heard from you on that subject also. And if she or her
19 client have a different take, they know where to come and ask.
20 But for now, it's not an action item.

21 MR. ORSINI: Understood, Your Honor. I just want to
22 put that out there. Thank you.

23 THE COURT: Okay, I appreciate it. All right.

24 Anyone else wish to be heard? All right. I'm going
25 to conclude the hearing. Thank you all for your time. And I

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1 look forward to seeing an agreed order, if at all possible,
2 next week, on the matters we talked about.

3 MR. CAVE: Thank you, Your Honor.

4 THE COURT: That concludes the hearing. I'm going to
5 stay on the call to talk to my courtroom staff here in a
6 moment.

7 (Whereupon these proceedings were concluded)

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1 C E R T I F I C A T I O N
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34 I, Michael Drake, certify that the foregoing transcript is a
5 true and accurate record of the proceedings.
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15 Date: August 6, 2021
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